

LEASE
by
New England Music Camp Association (“NEMC”)
to
Snow Pond Arts Academy (“SPAA”)

LEASE AGREEMENT (“Lease”), made this ____ day of February, 2016, by and between NEMC of 8 Goldenrod Lane, Sidney, Maine (hereinafter referred to as “Landlord”), and SPAA, of the same address (hereinafter referred to as “Tenant”).

W I T N E S S E T H :

1. Leased Premises: Landlord leases to Tenant in consideration of the rent to be paid by Tenant and subject to the terms and conditions set forth herein, the premises located on the property described in Exhibit A (“Property”), such premises indicated in Exhibit B (the “Leased Premises”) and as further described as follows:

The primary educational spaces, dining spaces (commonly referred to as the “Lodge” and “Canteen”), and performance spaces (commonly referred to as the “Bowl”) together with the right to use the common entrance, hallways, rest rooms, elevators, walkways and stairways in the buildings in common with others who are entitled to use the same (“Buildings”). The Leased Premises include the parking spaces or facilities adjacent to the Buildings, and Tenant and Tenant's employees, agents, customers and invitees have the right to use or otherwise occupy any parking spaces or facilities owned by Landlord adjacent to or near the Buildings unless any those parking spaces or facilities are specifically reserved for use by Landlord, its employees, agents, customers and invitees.

2. Permitted Use: As a Public Charter High School as “Public Charter School” is defined and allowed in MRSA Title-20A, Chapter 112 *et seq.* The primary hours of operation are anticipated as follows: Monday- Thursday 8:00am – 5:00pm, Friday 8:00am – 2:00pm. It is also anticipated that Tenant will need certain nights and weekends for scheduled performances. The school will operate for 36 weeks beginning no earlier than the first of September and ending no later than the first week of June. It is understood that certain Tenant administrative personnel will be on the premises year round.

3. Shared Space: Tenant’s use of the space is non-exclusive. Landlord staff and the public will be on-site and Landlord reserves the right to rent or allow the use of the space to other groups in a manner that does not interfere with Tenant’s Permitted Use.

4. Commencement and Term: The term of this Lease shall commence on July 1, 2016 or the date upon which Landlord delivers possession of the Leased Premises to Tenant, whichever is later, and shall continue for a period of 5 years (the “Lease Term”), unless earlier terminated by mutual agreement of the parties or as otherwise provided in this Lease.

5. **Rent:** Tenant covenants and agrees to pay to Landlord at 8 Goldenrod Lane, Sidney Maine, during the Lease Term, a total annual rental, payable in 9 equal monthly installments beginning September 1st and ending on May 1st of each school year. The annual rent will be the agreed-upon amount to cover the allocated costs of services provided by Landlord, including without limitation, utilities, maintenance (cleaning, repairs, snow removal), interest, taxes, equipment leases, insurance, instrument repairs, alterations, and depreciation. Costs will be based on the estimated number of students for each school year. Initial projected costs are estimated below:

<u>Year</u>	<u># Students</u>	<u>Mo. Cost/student</u>	<u>Mo. Installment</u>	<u>Annual Rent</u>
2016-2017	124	\$180	\$22,320	\$200,880
2017-2018	196	\$190	\$37,240	\$335,160
2018-2019	272	\$200	\$54,400	\$489,600
2019-2020	280	\$205	\$57,400	\$516,600
2020-2021	288	\$210	\$60,480	\$544,320

It is understood that Tenant's annual rent shall not cover depreciation costs until year 2018 or the year that the school has four full grades in operation, whichever is later. The above estimated amounts may be adjusted by mutual written agreement of Landlord and Tenant based on annual and quarterly review of Landlord's actual costs and facilities utilization. Tenant shall make payments to Landlord of the amount due under this Agreement monthly on the basis of invoices. Amounts in arrears for more than 30 days shall earn interest at a rate of 0.50% per month.

6. **Security Deposit:** Tenant agrees to pay to Landlord up to \$30,000 as a security deposit for the faithful performance of all of Tenant's obligations hereunder. Tenant's obligation to contribute to a security deposit shall be contingent on Tenant having an unallocated fund balance available at the conclusion of each fiscal year of this Agreement based on Tenant's audited financial statement for that fiscal year. If Tenant has an unallocated fund balance at the conclusion of a fiscal year, 6% of the unallocated fund balance shall be paid to Landlord as a security deposit, provided that the total security deposit shall not exceed \$30,000. Landlord shall have the right to apply all or any part of such deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof. Tenant shall be entitled to interest on said security deposit.

7. **Renewal:** Unless either party provides notice of its desire to not renew the Lease to the other party at least 12 months prior to the expiration of the Lease Term, this Lease shall automatically renew for a term of up to 5 years, upon generally the same terms and conditions as are applicable during the Lease Term.

8. **Repair and Maintenance:** Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the Lease Term, it will keep all portions of the Leased Premises (and any and all alterations or improvements made by Tenant pursuant to Paragraph 10 below) neat and maintained in

good order, condition, and repair, and in compliance with all federal, state and local statutes, ordinances, rules and regulations currently in effect or hereinafter enacted. Landlord shall be responsible for payment of all utilities, cleaning, routine repairs, and structural repairs deemed necessary by Landlord, except such repairs as are made necessary by the activities on the Leased Premises of Tenant, Tenant's employees, agents, customers and invitees (normal wear and tear excluded), which shall be Tenant's sole responsibility and expense. Further, Landlord shall be responsible for maintaining the heating, plumbing, air conditioning, communications network, and lighting systems on the Leased Premises. The Parties expressly agree that in no event shall Landlord be liable for any loss or damage incurred to Tenant's personal property or fixtures resulting from Landlord's exercise of its rights hereunder, even if the same shall be caused by the negligence of Landlord, it being expressly agreed that Tenant shall be responsible for insuring its property against all risks of loss or damage.

9. Utilities: During the Lease Term, Landlord covenants and agrees to pay all costs for the Leased Premises, and to provide electricity, heat, air conditioning (in most spaces), fiber communications network, security monitoring, and water. Tenant covenants and agrees to pay the Landlord any specific costs of utilities not provided by the Landlord. The tenant also agrees to pay for any specific costs of cleaning or services not provided by the Landlord.

10.

(a) Alterations, Renovations and Improvements: Tenant shall have the right to make, upon prior written consent of Landlord, which consent shall not be unreasonably withheld, such alterations, renovations and improvements to the Leased Premises as are necessary or desirable for Tenant's use of the Leased Premises as authorized herein, provided however, that Tenant shall make such alterations, renovations and improvements in a good, workmanlike and reasonable manner, and in accordance with all applicable laws and provided further that Tenant shall indemnify and hold Landlord harmless from and against all claims, demands, costs and mechanic's liens which may arise as a direct or indirect result of or in connection with such alterations, renovations and improvements, and Tenant shall assume all cost, liability and responsibility for such alterations, renovations and improvements. Any and all alterations, renovations and improvements which are made or installed by either Landlord or Tenant upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings shall, at Landlord's option, remain upon the Leased Premises, and at the expiration or termination of this Lease shall be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury. However, furniture that is installed in the Leased Premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the Leased Premises upon the expiration or termination of the Lease.

(b) Signage: Tenant shall not place any signs or displays on the exterior of or in the Leased Premises or the Buildings or any windows therein which signs or displays are visible from outside of the Buildings, without Landlord's express prior written consent, which consent shall not be unreasonably withheld.

11. Good Title. Landlord agrees, represents and warrants that as of the execution of this Lease and at all subsequent times, Landlord has and will have good title to the Leased Premises and Property in fee simple absolute, subject only to the permitted liens described in Exhibit C. In the event that this representation is discovered to be false, Tenant shall have the option to immediately terminate this Lease and recover damages. Upon such termination, the parties shall be released from any further liability under this Lease (except for obligations existing on the effective date of such termination).

12. Insurance:

(a) Landlord agrees to maintain in full force during the Lease Term a policy of insurance insuring the Buildings, including the Premises, against loss or damage by fire and other perils, under extended coverage in a sum not less than 90% of the insurable value of the Buildings, for the benefit, as their respective interests appear, of Landlord, successors and assigns, in such form and with such insurance companies as Landlord shall choose in its sole discretion. The policy will be primary, and include a waiver of subrogation endorsement against Tenant and Tenant's insurance carriers. It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as Landlord elects to purchase with respect to the Buildings and the Leased Premises shall be for the benefit of Landlord, and that such insurance shall not cover Tenant's personal property, leasehold improvements, and other appurtenances, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace the same. Landlord and Tenant agree that to the extent Tenant has an insurable interest in the Leased Premises, Tenant may obtain and maintain additional insurance at Tenant's own expense.

(b) Landlord will maintain appropriate broad form liability coverage to provide primary insurance coverage against all third party claims arising in or around or relating to the Property. Landlord assumes the liability for any such claims of bodily injury, death or property damage, including attorneys' fees and other costs, arising from an act or omission or cause, or an alleged act or omission or cause by Landlord, Landlord's employees, agents, servants or contractors. Landlord will maintain coverage limits as appropriate for such claims.

(c) Each liability insurance policy shall name Tenant as an additional insured and must contain the standard ISO separation of insureds provision, or a substantially similar clause, providing coverage to Tenant and its Affiliates.

13. Indemnification and Liability Insurance:

(a) Tenant agrees to indemnify, protect and hold Landlord harmless from and against all liabilities, injuries, claims, losses, or damages to persons, including but not limited to other tenants in the Buildings, or property occurring or arising on or about the Leased Premises, during the Lease Term, which liabilities, losses or damages arise as a

result of Tenant's use, misuse or occupation of the Leased Premises or any part thereof, except to the extent that said liabilities, losses or damages are the result of gross negligence or willful misconduct of Landlord, Landlord's agents or employees. Subject to Section 22, Tenant shall and will save Landlord harmless from all loss, cost, injury, damages or death that may occur to, be claimed by, or with respect to any persons, corporations, property or chattels on or about the Property, to the extent resulting from any act done or omission by or through Tenant or caused by or resulting from Tenant's, or Tenant's employees', agents', servants', contractors' or licensees' use, non-use, possession of, condition of or conduct of its business on the Property.

(b) Landlord agrees to indemnify, protect and hold Tenant harmless from and against all liabilities, injuries, claims, losses, or damages to persons, including but not limited to other tenants in the Buildings, or property occurring or arising on or about the Leased Premises, during the Lease Term, which liabilities, losses or damages arise as a result from the failure on the part of Landlord to perform and observe any covenant or condition of this Lease, or by reason of a breach by Landlord of the representations and warranties contained in this Lease. Subject to Section 22, Landlord shall and will save Tenant harmless from all loss, cost, injury, damages or death that may occur to, be claimed by, or with respect to any persons, corporations, property or chattels on or about the Property, to the extent resulting from any act done or omission by or through Landlord or caused by or resulting from Landlord's, or Landlord's employees', agents', servants', contractors' or licensees' use, non-use, possession of, condition of or conduct of its business on the Property.

(c) Tenant agrees to maintain in full force during the Lease Term a policy of public liability and other required (by the Charter School Commission) insurance under which Landlord and Tenant are named as insureds and

(1) In such amounts as are acceptable to Landlord in Landlord's sole discretion.

(2) In a minimum amount as required for Public High Schools and the Charter School Commission.

Such policy shall contain a provision requiring that notice be given to Landlord not less than 10 days prior to cancellation, expiration or alteration of the policy. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the Lease Term and thereafter not less than 30 days prior to the expiration of any such policy.

14. Americans with Disabilities Act Compliance: Notwithstanding anything set forth herein to the contrary, Landlord shall be responsible for the execution of and cost for any alteration to, or removal of architectural barriers from, the Leased Premises which is necessary to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12117 and 12181-12213 as may be amended from time to time) (the "Act") and any comparable state or local law or regulation. If removal of an architectural barrier in the

Leased Premises is not “readily achievable” (as provided in the Act) to Tenant, Landlord shall have the option to work with the State Fire Marshall’s office and the local building code officials to develop a satisfactory solution. If a solution cannot be provided, the Landlord has the option of excluding that building from the Leased Premises or terminating the Lease altogether. If Landlord opts to terminate this Lease, the Lease Term shall be deemed completed 30 days from the mailing of the notice to Tenant, the parties hereto shall be relieved of all further obligations under this Lease, and this Lease shall be void and without recourse to either party.

15. Subletting and Assignment: Tenant shall not be entitled to assign this Lease or to sublet the Leased Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In the event that Landlord does give its consent to any such assignment or subletting, it is agreed that any excess of the rent or other charges payable to Tenant pursuant to such assignment or subletting over the amount of rent owed by Tenant pursuant to this Lease shall be payable by Tenant to Landlord immediately upon receipt by Tenant. Upon any corporate reorganization, or merger of Tenant into another organization, or any transfer of Tenant or Tenant's assets to an affiliate, or similar act or change in ownership or structure of Tenant, Landlord may, at its option, terminate this Lease upon 30 days prior notice to Tenant.

16. Permits and Licenses: Tenant agrees to maintain in full force and effect, during the Lease Term and, if applicable, any renewal term, at Tenant's cost and expense, any and all federal, state and local permits, licenses and registrations necessary for the Permitted Use of the Leased Premises by Tenant.

17. Taxes:

(a) Landlord shall pay all taxes assessed, levied or imposed against the Property before a penalty is imposed. If at any time a tax lien shall be recorded against the Property due to the failure of Landlord to pay taxes when due, Tenant, may, at its option, make all subsequent payments of rent jointly to Landlord and the taxing authority, provided that Tenant’s right to make such jointly payable payments shall cease upon the discharge of any such tax lien.

(b) Tenant shall pay, prior to the time the same shall become delinquent or payable with penalty, all taxes imposed on its furniture, fixtures, apparatus, equipment, leasehold improvements installed by Tenant or by Landlord on behalf of Tenant and any other property of Tenant.

18. Right to Enter: Tenant agrees to permit Landlord or its duly authorized agents to enter on the Leased Premises to examine the condition of said Leased Premises and to show the same to prospective tenants provided such access to the Leased Premises shall not unnecessarily interfere with Tenant's Permitted Use of the Leased Premises or the conduct of Tenant's business activities thereon. Landlord shall provide Tenant 5 day’s written notice prior to entering any portion of the Leased Premises that is used exclusively by

Tenant.

19. Attorney Fees: A defaulting party agrees to pay all reasonable costs, attorney fees and expenses incurred by a non-defaulting party incurred in enforcing the terms of this Lease.

20. Total or Partial Destruction: If the Leased Premises shall be damaged by fire or other casualty but are not thereby rendered untenable in any part, Landlord, at its own expense, shall cause such damage to be repaired promptly, and the rent meanwhile shall be abated in accordance with the nature and proportion of the damage, until delivery of possession of the restored Leased Premises. If Alumni Hall or the Lodge shall be damaged or destroyed by a fire or casualty and if said damage or destruction renders those portions of the Leased Premises untenable, in whole or in part, both parties hereto shall have the right, to be exercised by notice delivered to the other party within 30 days from and after the occurrence of said damage or destruction, to terminate this Lease, said termination to take effect 30 days from and after the delivery of such notice, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid termination date, the rent to be adjusted as of the date of delivery of said notice. In no event shall Landlord be obligated to expend for any repairs, restoration or reconstruction pursuant to this Paragraph an amount in excess of the insurance proceeds recovered by it and allocable to the damage to the Leased Premises after deduction therefrom of Landlord's reasonable expenses in obtaining such proceeds. Landlord shall not be liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith. Landlord shall not be liable to Tenant for any loss, direct or indirect, in business revenues sustained by Tenant as a result of said repair, restoration or reconstruction or delays in completing said repairs, restoration or reconstruction.

Tenant covenants that it will make good faith attempts to contact Landlord by telephone and by letter sent by regular mail within the time period specified herein to inform Landlord of any accident or damage, other than normal wear and tear, whether such damage is caused by insured or uninsured casualty, occurring in, on or about the Leased Premises within 24 hours after Tenant has knowledge of the occurrence of such accident or damage.

21. Eminent Domain:

(a) If the Leased Premises shall be taken, in whole or in part, such that Alumni Hall or the Lodge are not available for Tenant's use or the Leased Premises shall have been reduced by 30% or more or Tenant cannot reasonably use the Premises for its Permitted Use, by condemnation or right of eminent domain, either party, upon notice to the other, shall be entitled to terminate this Lease provided that such notice is given not later than 30 days after Tenant has been deprived of possession. Should the Leased Premises be so taken or condemned, and should this Lease not be terminated in accordance with this Paragraph, Landlord shall have the option after such taking or condemnation and the determination of Landlord's award therein, to expend a portion or all of the net amount

which may be awarded to Landlord in such condemnation proceedings as may be necessary to restore the Leased Premises to an architectural unit as nearly like their condition prior to the commencement of the Lease Term as shall be practicable, or to terminate this Lease, effective 30 days after notice of said termination to Tenant. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Leased Premises, Landlord may supply the amount of such insufficiency and restore the Leased Premises as above provided with all reasonable diligence, or terminate this Lease. If Tenant has not already exercised any right of termination accorded to it under this Paragraph, Landlord shall notify Tenant of Landlord's election with respect to restoration in the event of an insufficient award not later than 90 days after the final determination of the amount of the award.

(b) In the event of any award for any taking of the Leased Premises in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Leased Premises and for Landlord's business loss, and Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of its business loss or the taking of its trade fixtures, furniture, or other property.

(c) In the event of any such taking of the Leased Premises, the rent, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be suspended or abated.

22. Limitation of Landlord's Liability: Tenant agrees to look solely to Landlord's insurance coverage thereon for recovery of any judgment from Landlord, provided, however, that the foregoing limitation shall not apply to indemnification by reason of a breach by Landlord of the representations and warranties contained in Sections 12 and 26 of this Lease. Nothing in this Section shall be construed to limit any equitable remedy or relief available to Tenant.

23. Waiver of Subrogation: Insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Landlord and Tenant agree that with respect to any loss covered by insurance then carried by them, respectively, the one carrying such insurance and suffering that loss releases the other of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result therefrom. If an extra premium is payable by Tenant as a result of these provisions, Landlord shall not reimburse Tenant for any such extra premium.

24. Default and Remedies: It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe, or fail or neglect diligently to attempt to so perform or observe, any of the covenants, terms, provisions or conditions contained in this Lease and on Tenant's part to be performed or observed within 30 days after notice of default (except for

payment of rent or other charges payable by Tenant, in which case said period of notice shall be 5 days, then (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) Landlord shall be entitled to all remedies available to Landlord at law and equity including, without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to Tenant or, if permitted by law, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming by, through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately be liable for the entire unpaid rental and all other balances due under this Lease for the remainder of the Lease Term, except that Landlord shall use all reasonable efforts to relet all or part of the Premises and mitigate its damages as required by law. Tenant agrees to pay to Landlord, as damages for any above described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the Leased Premises to suit any new tenant.

Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform, or failed diligently to attempt to perform, such obligations within 30 days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. In the event of a default on the part of Landlord, Tenant shall be entitled to all remedies available to Tenant at law and equity.

25. Notices: All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand or by certified mail, postage prepaid, return receipt requested, to the following addresses:

- (a) To Landlord at: 8 Goldenrod Lane, Sidney, Maine 04330
with a copy to: John Wiggin – President, NEMC Association
- (b) To Tenant at: 8 Goldenrod Lane, Sidney, Maine 04330
with a copy to: Richard Abramson – Head of School

Any notice given pursuant to this Paragraph shall be deemed to have been given upon the second day following the date of mailing in accordance with the requirements of this Paragraph. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

26. Estoppel Certificate: Tenant shall at any time upon 30 days prior notice from

Landlord execute, acknowledge and deliver to Landlord or to a party designated by Landlord, within 5 days following receipt of said notice, an estoppel certificate which shall contain (a) a certification that this Lease is unmodified and in full force and effect or, if modified, a statement of the nature of any such modification and a certification that this Lease, as so modified, is in full force and effect, (b) the date to which the rent and other charges payable by Tenant are paid in advance, if any, and (c) an acknowledgment that there are not, to Tenant's knowledge, any uncured events of default on the part of Landlord hereunder, or a specification of such events of default if any are claimed by Tenant. Tenant's failure to deliver such certificate within the time frame set forth above shall, at Landlord's option, be conclusive proof that this Lease is in full force and effect without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance of Landlord's obligations under this Lease, and that not more than one month's rent and other charges payable hereunder has been paid in advance.

27. Hazardous Waste: Tenant covenants and agrees that it will permit no hazardous or toxic waste, substance, material or matter, as those terms may be defined from time to time by applicable state, local or federal law to be brought, used, maintained or stored upon the Leased Premises, except for cleaning and janitorial supplies. Tenant hereby covenants and agrees to protect, exonerate, defend, indemnify and save Landlord harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys fees and court costs which may arise out of the removal or clean-up of any such waste, substance, material or matter placed upon or within the Leased Premises by Tenant or as the result of a breach by Tenant of Tenant's obligations under this Paragraph. Landlord covenants and agrees that to Landlord's knowledge no hazardous or toxic waste, substance, material or matter, as those terms may be defined from time to time by applicable state, local or federal law currently is present on the premises, except for cleaning and janitorial supplies. If any such waste, substance, material or matter is discovered upon or with the Leased Premises which was not placed upon or within the Leased Premises by Tenant or as the result of a breach by Tenant's obligations under this Lease, Landlord shall safely remove and dispose of such waste, substance, material or matter at Landlord's expense and rent shall abated for any time during which Tenant is unable to use the Leased Premises for its Permitted Use.

28. Miscellaneous Provisions:

(a) **Invalidity of Particular Provisions:** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) **Governing Law:** This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time.

(c) **Interpretation:** Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.

(d) **Entire Agreement; Binding Effect:** All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. All rights, obligations and liabilities contained herein given to, or imposed upon, Landlord and Tenant shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns of Landlord and Tenant, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

(e) **Compliance with Laws:** Tenant agrees to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Tenant's use of the Leased Premises.

29. **Force Majeure:** In any case where either party is required to perform any act pursuant to this Lease, the time for the performance thereof shall be extended by a period of time equal to the period of any delay caused by or resulting from an act of God; war; civil commotion; fire or other casualty; labor difficulties; shortages of energy, labor, materials, or equipment; government regulations; or delays caused by the other party, whether such period be designated by a fixed date, a fixed time, or as a reasonable date or time.

30. **Miscellaneous:** Words of any gender used in this instrument shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

31. **Waiver of Jury Trial:** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Tenant acknowledges that neither Landlord nor any person acting on behalf of Landlord has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant further acknowledges that it has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant further acknowledges that it has read and understands the meaning and ramifications of this waiver provision and as evidence of this fact signs its initials.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as an

instrument under seal as of the day and year first above-written.

WITNESS:

Landlord

_____ By: _____

Its: _____

WITNESS:

Tenant

_____ By: _____

Its: _____